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September 24, 1992

To the Honorable, the President and Members of
the Board of Commissioners of The Metropolitan
Water Reclamation District of Greater Chicago
Ladies and Gentlemen:

The General Superintendent reports that he is in receipt of a communication from Pope & John, Ltd., consisting of three (3) pages, concerning Authority to Settle the lawsuit Illinois International Port District v. Metropolitan Water Reclamation District, No. 91 CH 07533 (a copy of which letter is attached hereto and made a part hereof).

The General Superintendent recommends passage of the appropriate orders as requested in said letter.

Your Committee, having considered the matter, recommends passage of the following orders:

ORDERED: That authority be granted to settle the above-referenced lawsuit with Illinois International Port District in accordance with the description and terms set forth in the attached letter; and it is further

ORDERED: That the Chairman of the Committee on Finance and the Clerk be authorized to execute the Settlement Agreement on behalf of the Metropolitan Water Reclamation District after it has been reviewed and approved by the Attorney; and it is further

ORDERED: That the attached letter be printed in full in the Record of Proceedings.

Respectfully submitted,

Approved as to Form
and Legality

Antoni E. Wesolowski
Head Assistant Attorney

James B. Murray
Attorney

HON. NANCY DREW SHEEHAN, Chairman
Judiciary Committee

Approved:

HON. NICHOLAS J. MELAS, President
Board of Commissioners of The
Metropolitan Water Reclamation
District of Greater Chicago

the agreement to
build the golf course
Doty
L. R.
B.C.
DPP
MSW

POPE & JOHN LTD.

ATTORNEYS AT LAW

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September 9, 1992

FRANK J. NIGARS
NEAL R. NOVAK
OF COUNSEL

Mr. James B. Murray
Chief Counsel
Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611

Re: Illinois International Port District v. MWRD,
No 91 CH 07533

Dear Jim:

The above-named lawsuit was filed in August, 1991, by the Illinois International Port District ("Port District") against the Reclamation District ("MWRD") alleging that the MWRD was obligated to develop the landfill site at 103rd & Doty in Chicago, Illinois, as a championship golf course pursuant to agreement between the Port District and the Reclamation District. The firm of Pope & John was retained at that time to represent the interests of the Reclamation District in the lawsuit. We initially filed motions to dismiss which led to the Port District filing an Amended Complaint. We also filed a motion to dismiss the Amended Complaint, and this motions is pending.

As you and the Board know from our discussions, we have had a number of meetings with the Port District during the past year to explore resolution of the outstanding issues between the parties regarding the 103rd & Doty site. I am pleased to report that, thanks in large part to the staff work at the Reclamation District, we have analyzed alternative approaches to settlement and have identified a framework for settlement satisfactory to both parties. The attorneys for the parties have prepared a draft settlement agreement which has been reviewed by staff at the Reclamation District and the Port District. We are now presenting the draft settlement agreement to our respective

Mr. James B. Murray
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boards for their consideration.

The proposed settlement agreement accomplishes the main objectives which we have been seeking during this past year. First, it ends the pending litigation between the Port District and the Reclamation District and avoids the continuous expenditure of funds for litigation. Second, the agreement establishes a golf course open to the general public as the end use of the site. As you know, from the beginning our major objective has been to find an active end use for the site which would prevent it from becoming a dump site again. Having a golf course at the location accomplishes this objective and at the same time provides a public recreational use. We have stressed to the Port District that course fees should be at a level which will allow use by the general public.

As you know, we have been negotiating with the Port District for some time. Because closure has continued during that period, the Port requested an additional three million dollars to cover the cost of retrofitting already closed areas. We rejected the request and have limited the amount to four hundred thousand dollars, as an addition to the ceiling of ten million dollars. Given the interest of the Reclamation District in having an appropriate end use, the commitment of a maximum of 10.4 million dollars for closure and golf course development is, in staff's view, a justified expenditure. This cap on funding is set forth in the settlement agreement and provides a clear ceiling on the commitment of the Reclamation District. Any costs in excess of that amount will be borne by the Port District.

Pursuant to the agreement, the Port District, in consultation with the Reclamation District, is responsible for developing plans for the golf course end use. Nugent & Associates, recognized golf course developers in the Chicago area, has been retained by the Port District to assist in this work.

The plans and specifications developed by the Port District must be in conformity with the bidding and purchasing requirements of the Reclamation District. Once the plans and specifications have been received by the Reclamation District, they will be included in a standard Reclamation District construction contract. That contract will be bid by and supervised by the Reclamation District. Plans are to be submitted by March 1, 1993. The Reclamation District will then proceed pursuant to the agreement to advertise for bids on the project. The parties look to a construction start date of June 1, 1993, resulting in an eighteen-hole golf course that will

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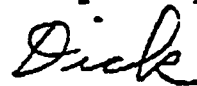
be similar in quality to Forest Preserve National and open to the public.

The MWRD agrees to use clay dredged from Port District sites provided that the clay meets IEPA and other government standards. There will be no cost to the MWRD for the acquisition or use of the clay. In order to insure that the golf course is appropriately finished, the Reclamation District will retain Nugent & Associates and Kudrna & Associates to provide post-award engineering consultation for the project.

Once construction is completed, maintenance and monitoring of the site will be the total responsibility of the Port District. This includes any environmental monitoring and remedial activity required on the property. In addition to assuming these responsibilities for the site, the Port District will terminate the pending litigation, provide appropriate releases and hold the MWRD harmless from actions arising out of the condition or use of the property.

Given the potential cost to the taxpayers of the above-named litigation and the mutual desire of the parties to have an appropriate end use of the property, the proposed settlement is a reasonable resolution of the issues between the parties. As your counsel, we recommend that the Board authorize us to settle the litigation in accordance with the terms outlined above.

Very truly yours,



Richard A. Devine

RAD:ck
attachment

Jul 1d

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into on this 24th day of September, 1992, by the Illinois International Port District (the "Port District") and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"). The parties hereto shall hereinafter collectively be referred to as the "Settling Parties."

WHEREAS, there is currently pending in the Circuit Court of Cook County, Law Division, the proceeding captioned Illinois International Port District v. Metropolitan Water Reclamation District of Greater Chicago, No. 91 CH 7533, transferred to Law Division (the "Litigation"); and

WHEREAS, it is the desire and intention of the Settling Parties to avoid the risks and expenses attendant upon further litigation of the controversies existing between them and to settle and release all claims and demands of whatsoever kind and nature which may exist between the Settling Parties relating in any way to the Property as defined herein; and

WHEREAS, the MWRD denies the allegations asserted against it in the Litigation, and neither this Agreement, nor any document or action referred to herein, nor the consideration provided for herein, is or shall be construed as an admission by the MWRD of any liability to the Port District; and

WHEREAS, the Port District has alleged that it is the legal owner of a certain parcel of real property (the "Property") located in the city of Chicago (the "City") legally described as follows:

That part of Fractional Sections 13 and 14 north and south of the Indian Boundary Line in Township 37 North, Range 14 East of the third Principal Meridian lying south of 103rd Street, east of Doty Avenue, (Calumet Expressway) west of Stony Island Avenue and north of the center line of 110th Street extended from the east (excepting therefrom that part of the land presently being utilized by the City of Chicago for an automobile pound); and

WHEREAS, from approximately 1955 until 1979, the City disposed of municipal waste on the Property, and in 1979 the City was informed that the portion of the Property previously used as a depository for municipal waste had to be closed and capped in compliance with state environmental regulations, and the City thereafter held discussions with the MWRD concerning a joint action to close and cap the portion of the Property previously used as a depository for municipal waste; and

WHEREAS, in 1980 the City and the MWRD entered into an agreement with the Illinois Environmental Protection Agency ("IEPA") to engage in a course of action to close that portion of the Property which had previously been used as a depository for municipal waste, and the IEPA adopted the initial Closure Plan in 1980; and

WHEREAS, subsequent to the original 1980 agreement between the City, the MWRD and the IEPA, the IEPA approved a Sequence Plan for the closure of the entire Property, and the Sequence Plan contemplates completion of closure of the entire Property by 1995; and

WHEREAS, the parties agree that it is important that an appropriate public end use for the Property be developed to prevent any future use of the Property as a depository for municipal waste and to protect the investment of public funds in the Closure Plan for the Property; and

WHEREAS, the parties agree that the development of the Property into an 18-hole recreational golf course, accessible to and for the benefit of the general public, is an appropriate end use which would adequately protect the investment of public funds in the Closure Plan for the Property;

NOW THEREFORE, in consideration of the mutual covenants, agreements and releases contained herein and for good and valuable consideration exchanged and received, it is hereby agreed as follows:

1. The MWRD and the Port District shall, in accordance with the terms of this Agreement, effect closure of 100% of the Property in accordance with the City of Chicago-IEPA-District Agreement, including the placement of a minimum of two feet of clay over the entire Property for closure. Additionally, a certain portion of the Property shall be designated as the site of an 18-hole golf course in accordance with the terms and conditions of this Agreement as set forth below as well as rough grading and closure of the remaining areas of the Property not included within the area designated for the 18-hole golf course.

2. The Port District shall contract for and incur expenses in connection with the design of the 18-hole golf course and the

development of contract plans and specifications for the construction of all golf course elements, including but not limited to greens, tees, plantings, irrigation systems, grass coverage, and support facilities, for the closure and finishing of those areas remaining which are not within the parameters of that area designated for the 18-hole golf course. The Port District shall provide said plans and specifications to the MWRD on or before, but no later than, March 1, 1993, said plans and specifications provided by the Port District shall be completed in a format compatible with the MWRD standards (including affirmative action). The MWRD and the Port District shall cooperate, each with the other, which shall include joint participation in periodic review meetings subsequent to the date hereof, to achieve completion of closure of the Property, and the MWRD shall provide technical information and assistance to the Port District to coordinate the integration of the closure requirements of the MWRD within those plans and specifications. The parties agree to invite the participation of the IEPA in meetings as needed to facilitate closure and completion of construction. The MWRD shall also assist the Port District in minimizing the cost of retrofitting, subject to IEPA approval, that portion of the Property currently under closure, including any reasonable technical assistance.

3. All plans and specifications developed by the Port District shall be included in a standard MWRD construction contract ("Master Contract"). The MWRD shall assemble all Master

Contract documents, print, and award said Master Contract for the closure of the Property. The Master Contract shall be completed so that the final engineer's estimate of construction costs supplied by the Port District and all other MWRD expenditures under this Agreement shall not, with the exception of costs related to the professional services contract between the MWRD and Kudrna-Nugent as more fully set forth below in paragraph 10 below, exceed \$10.4 million. In no event shall the MWRD be called upon to spend in excess of \$10.4 million for the completion of closure and development of the 18-hole golf course as described within the terms and conditions of this Agreement, and in no event shall the MWRD authorize or expend funds for any golf course structure, including but not limited to a club house. Should any amount above the \$10.4 million ceiling be found due an owing for extra work, charge order work or any other work relating to closure of the site and/or development of the golf course, the Port District will be responsible for payment of such amounts and will reimburse the MWRD for any amounts that the MWRD is required to pay above the ceiling for such work.

4. The Port District and the MWRD shall exercise their best efforts to advertise the Master Contract for bids and award on March 1, 1993, with an opening for bids and an award to take place on April 1, 1993, a notice to proceed issuing on May 1, 1993, and a construction start date of June 1, 1993.

5. The MWRD agrees to use clay for the Closure Plan, dredged from the Port District area, provided that such clay is

acceptable to the IEPA and any other governmental entity with jurisdiction. The clay shall be provided by the Port District to the MWRD and/or the contractor executing work pursuant to the Master Contract at no cost to the MWRD or said contractor, including any costs related or connected to access to, or storage upon, the Property or any other Port District property. The Port District is obligated to secure any and all permits necessary for the use of said clay. The MWRD will cooperate with the Port District in securing any and all such permits. Performance of the Port District's obligations under this Agreement, however, shall in no way depend upon the approval of the use of said clay for the Closure Plan.

6. The recreational golf course to be developed pursuant to the terms of this Agreement shall be comprised of 18 holes, only, pursuant to the design forwarded by the Port Authority to the MWRD. Nothing in this Agreement, however, shall be construed to prevent the Port District from developing additional holes on the Property at some future time at the discretion and sole expense of the Port District.

7. The Port District will assume responsibility for any Master Contract costs over the \$10.4 million expenditure limitation set forth in paragraph 3, above, with the exception of those costs incurred by the MWRD in connection with the contract between the MWRD and Kudrna-Nugent, as set forth and described in paragraph 10, below.

8. The MWRD shall allow the Port District to include "alternate bid" items in the contract to bring the contract value as close as possible to the \$10.4 million expenditure limitation set forth in paragraph 3, above.

9. The MWRD agrees that an "experience clause" will be included in the Master Contract to apply to the review of bids from sub-contractors responsible for fine-grading, and the establishment of the finished 18-hole golf course.

10. The MWRD shall enter into a professional services contract, consistent with District policy and procedures, with Kudrna-Nugent to provide post-award engineering for the Master Contract which will not be considered part of the \$10.4 million expenditure limitation set forth in paragraph 3, above.

11. Upon completion of construction of the surface contouring and drainage systems and any post-award construction and inspection, the recreational 18-hole golf course and the portion of the Property it occupies shall become the sole and total responsibilities of the Port District. These responsibilities include, but are not limited to, the completion of the construction of all golf course elements, including, but not limited to, greens, tees, plantings, irrigation systems, support facilities, the operation of the 18-hole golf course, and any environmental monitoring or other remedial activities on the Property as may be required by ordinance, regulation, statute, executive or administrative order, or decree, regarding or applying to the Property. The Port District, subject only to the

considerations set forth in the preceding sentence, hereby agrees that the 18-hole golf course shall, at all future times, remain a recreational public facility with reasonable fees.

12. Upon completion of the construction, the Port District shall assume all responsibilities for the entire Property, including, but not limited to, any environmental monitoring, reporting, or other remedial activities, as may be required by ordinance, regulation, statute, executive or administrative order, or decree, regarding or applying to the Property.

13. The Port District shall hold harmless, defend and indemnify the MWRD as against and for any and all third-party claims arising out of the condition or use of the Property, including, but not limited to, claims for personal or bodily injury, property damage and environmental damage. In no event, however, shall this or any other term of this Agreement be construed so as to give the MWRD a right of defense or indemnification from any director, board member, agent, employee, staff member, or other similarly situated individual of or acting for the Port District.

14. The Port District shall hold harmless, defend and indemnify the MWRD as against and for any and all proceedings, claims, or causes of action brought by any governmental agent or agency under any ordinance, regulation, statute, executive or administrative order, decree, or under the common law, which relates in any way to or arises from the condition or use of the Property. In no event, however, shall the terms of this

agreement be construed so as to give the MWRD a right of defense or indemnification from any director, board member, agent, employee, or other similarly situated individual of or acting for the Port District. The parties confirm that they currently have no knowledge of any such claims.

15. As soon as practicable following the execution of this Agreement, the Port District shall take whatever steps are necessary to obtain a dismissal of the Litigation, with prejudice. Each party to the Litigation shall bear its own costs and attorneys' fees incurred in connection with the Litigation.

16. The Port District hereby generally and unconditionally releases, acquits and forever discharges the MWRD and the individual members of the MWRD board, its agents, employees and representatives from any and all claims, causes of action, rights, expenses, debts, liabilities, demands, obligations, agreements and actions of any kind, whether known or unknown, suspected or unsuspected, direct or indirect, including, and without limitation, all claims which were or could have been asserted in the Litigation or which in any way result from or relate to the MWRD's closure of the Property.

17. The parties hereto acknowledge that they have had a full and fair opportunity to review the terms and conditions contained in this Agreement and do hereby knowingly and voluntarily execute and enter into this Agreement.

SIGNED this ____ day
of _____, 1992

By: [Signature]
For the Illinois
International Port District

SIGNED this 30th day
of September, 1992

By: [Signature]
For the Metropolitan Water
Reclamation District of
Greater Chicago

SUBSCRIBED AND SWORN to
before me this 25th day
of September, 1992.

[Signature]

NOTARY PUBLIC
" OFFICIAL SEAL "
WILLIAM F. DART
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/9/96

ATTESTED TO BY THE CLERK

[Signature]

DIAGRAMATIC REPRESENTATION OF AGREEMENT LANDFILL CLOSURE AND CONSTRUCTION OF GOLF FACILITIES

EXHIBIT 1

Ward 12

Area of work to be performed under Agreement is crosshatched landfill also bounded by Stony Island Ave. on east, Doty Ave. on west, 110th Street on south, and City of Chicago Auto Pound on north. Some work also to be performed on certain small areas lying immediately south of crosshatched area.

All work is to be performed within the crosshatched area shown in the Location Map with the exception of: dredging; placement of rip-rap; clay drying (if such work is performed); and construction of certain infrastructure and support facilities.

The following features/facilities will be constructed inside the crosshatched area.

- Two feet (minimum) clay cap over entire site
- A finished 18-hole golf course
- Irrigation system for golf course
- Grading, consistent with plans, of entire site
- Drainage system, including swales, holding basins, and other conduits as necessary to provide for removal of water, all in accordance with EPA rules, regulations, requirements, etc.

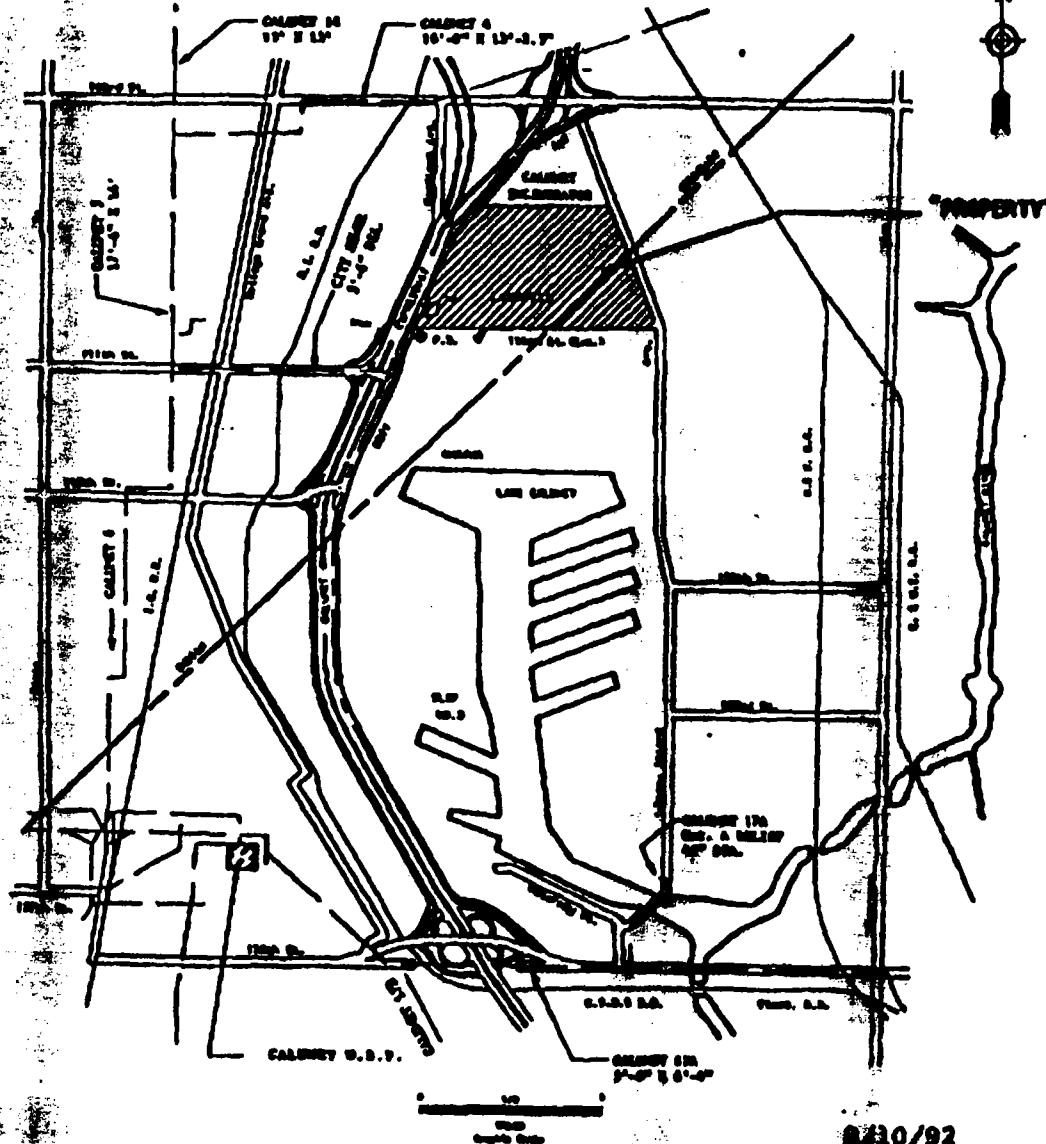
The following infrastructure and Support Facilities will, in part or in whole, be south of the crosshatched area.

- Domestic water supply system
- Sanitary sewers
- Storm sewers
- Irrigation system pump station
- Irrigation intake structure
- Irrigation distribution lines
- Pavement
 - entrance crossing
 - roadways
 - service road
 - parking lot

- Utilities
- Lighting
- Signage
- Landscaping

MWRDGC - IIPD

**LOCATION MAP
100th ST. AND DOTY AVE.
CHICAGO, IL**



04/30/92

- 1. IIPD obligations**
 - Permits
 - ROW
 - Easements
 - Plans & Specs., design notes, calculations, cost estimates, etc. for "Master Contract" (ready for printing)
- 2. MWRD obligations**
 - Payment for construction contracts up to maximum monetary limit of \$10,400,000.
 - Printing of contract documents prepared by IIPD.
 - Solicitation of proposals for award of construction contract.
 - Provide and assume cost of post-award engineering services with firm of Kutzin & Nagorn.

Friday, September 25, 1992

Suburban/Chicago

Golf course pact OK'd

By ROBERT BLOOM
Staff Writer

By 1995, golfers could be teeing off atop a landfill on Chicago's Southeast Side, according to a court settlement announced Thursday.

The Metropolitan Water Reclamation District agreed to pay more than \$10 million to build a golf course on Illinois International Port District property near 103rd Street and Doy Avenue.

The sewer district board's decision in Chicago settles a 1991 lawsuit by the port district, which charged that the agency tried to back out of a verbal agreement to turn the sewage and garbage dump into a championship golf course.

Agency officials touted the development as the first new 18-hole golf course built in Chicago since before World War II.

A port district spokesman acknowledged the settlement, but declined to comment on any details. The port board approved the settlement last week.

The Lake Calumet Study Committee, a citizens group concerned with environmental issues, criticized the golf course as inappropriate for a public agency set up to encourage land ship and barge traffic. The committee is trying to develop the Lake Calumet area as an open space national park.

Agreement by both sides settles a 1991 lawsuit in which the port district claimed the sewer district president broke a 1989 promise to build a championship golf course by next year.

The lawsuit also charged the sewer district with trespassing for dumping sludge left over from the sewage treatment process on top of port property used as a city garbage dump until 1979.

Sewage agency officials had argued in court that they were merely helping the Illinois Environmental Protection Agency close the 200-acre dump site and that a politician's verbal promise was not a contract.

The lawsuit sought up to \$36 mil-

Waterfall rally gets go-ahead

By ROBERT BLOOM
Staff Writer

An anonymous caller almost washed out a political rally planned this weekend in Blue Island, but free speech prevailed.

After much debate and six votes, the Metropolitan Water Reclamation District board decided Thursday not to stop a political event planned Sunday at the district's Blue Island urban waterfall.

Sewer agency commissioners weighed free speech against the fear of establishing a political soapbox before approving use of its park-like waterfall at Western Avenue and the Little Calumet River for political purposes.

Sparkling the debate was a phone tip from an anonymous caller who warned the agency that 18th Senate District candidate Patrick O'Malley had no permit to use the district property, known locally as Heritage Park.

O'Malley planned to stage a concert designed to attract and entertain potential voters.

The problem, district officials said, was that the O'Malley campaign obtained a concert permit last month from Blue Island Mayor Donald Peloquin, but the city neither owns nor leases the land.

"The people in my campaign obtained a permit from the people they

believed they needed to," O'Malley said afterward.

Peloquin said he thought Blue Island officials, who signed an agreement to police and clean the park, were authorized to issue permits to use the property.

"We were under the impression that we would have the authority," he said.

Officials said O'Malley's permit also lacked the required insurance.

Campaign officials later submitted the correct paperwork and insurance and district President Nicholas Melas approved the permit.

O'Malley, a Republican, claimed the anonymous caller was a Democrat.

Agency approval followed at least two votes by commissioners to stop the rally because of concerns it would set a precedent.

"If we are going to get involved in this, we might as well call these soapbox elevated pool aeration pool stations," Commissioner Frank Gardner said.

The Blue Island station is one of five already opened or under construction to clean the Calumet River and Calumet-Sag Channel by adding oxygen to the water.

"I don't think we want to discriminate against any public use, whether it be political or non-political," Commissioner Nancy Sheehan said.

Leon, including almost \$11 million to build the golf course and \$25 million more to compensate for costs the sewer district saved with the free dumping of sludge on port land until last year.

Instead, the settlement requires the sewer district only to pay \$10.4 million to build the golf course, with an opening date eyed for sometime in 1995, agency attorney John Murray said.

"We are happy to be a part of this visionary intergovernmental effort," agency President Nicholas Melas said.

The sewer district will oversee the development, and then turn the course over to the port district for mainten-

ance and management, Murray said.

Construction is scheduled to start next spring, but awaits a final design for the golf course expected by early next year from a consultant hired by the port district, he said.

Nugent & Associates, a nationally acclaimed golf course developer and designer of the acclaimed George Dunne National county golf course in Oak Forest, has completed preliminary designs, port spokesman John Gavin said.

The course will be a public, daily fee facility overlooking Lake Calumet, sewer agency officials said.

Breakout,

History. Taste on tap

Police ch gang con

POPE & JOHN, LTD.

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NEAL R. NOVAK
OF COUNSEL

September 17, 1992

Terry M. Grimm, Esq.
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601

Re: 103rd and Doty Site

Dear Terry:

I am in receipt of your letter of September 15, 1992. A portion of your letter refers to receipt by the Port District of approximately 250,000 cubic yards of sludge during 1993 and 1994 for use on the above-named site.

As I indicated to you in our telephone conversation, the Water Reclamation District will utilize its best efforts to provide approximately 140,000 cubic yards of sludge in 1993 and 110,000 cubic yards of sludge in 1994 for use on the site, subject to the availability of that material.

If you have any questions regarding this matter, please contact me.

Very truly yours,



Richard A. Devine

RAD:ck

WINSTON & STRAWN

FREDERICK H. WINSTON (1853-1936)
SEAS H. STRAWN (1891-1946)

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TERRY M. GRIMM
(312) 558-5782

September 18, 1992

Mr. Richard A. Devine
Pope & John Ltd.
311 South Wacker Drive
Suite 4200
Chicago, Illinois 60606

Re: 103rd and Doty Site

Dear Dick:

Your September 17th side letter on the additional 250,000 cubic yards of sludge looked fine to me. Our consulting engineer, Frank Kudrna, who has been discussing the topic with George Kelley questioned me about the meaning of the term "availability."

I was quick to assure him that was simply meant to protect the Water District in the event of catastrophe, natural disaster or sudden and unexpected events. I believe my explanation was satisfactory although I did want to stress to you that our people are counting on this additional^{2/} 250,000 cubic yards of sludge to reshape certain portions of the Site as the economics of the project will be off by about \$2,000,000 if this material is not forthcoming from the Water District and has to be purchased elsewhere.

Thereafter I further explained to my client that "unavailability" would not be created by the Water District contracting to dispose of all of its sludge somewhere else knowing they had agreed to make an additional 250,000 cubic yards available to the Port Authority.

^{2/} The Water District will use about 100,000 cubic yards of sludge in any event in further closure operations.

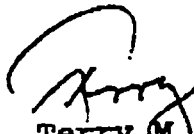
9-21-92 Xerox to Dalton, DeVita, Kelly & Wisniewski.
JBH/RS

WINSTON & STRAWN

Mr. Richard A. Devine
September 18, 1992
Page Two

If I have misinterpreted the intent of your letter in any way or if you have a disagreement with my further explanation, please contact me right away otherwise I will assume we are on the same wave length.

Very truly yours,


Terry M. Grimm

TMG:jeb

**Metropolitan Water Reclamation District
of Greater Chicago**

Public Information Office

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611

(312) 751-8633

NEWS

Golf Course

Sept. 24, 1992

Contact: Roberta Harper (312/751-7909)

UNIQUE GOVERNMENTAL AGREEMENT ENABLES NEW CHICAGO GOLF COURSE

The city's first new 18-hole golf course since before World War II will be ready for tee-off in about three years, according to an agreement announced Thursday between the Metropolitan Water Reclamation District of Greater Chicago and the Illinois International Port District.

These two agencies, in cooperation with the City of Chicago and the Illinois Environmental Protection Agency, have reached an agreement on the future of the former site of a municipal landfill just off the Calumet Expressway at 103rd Street. The 18-hole course will be designed by Nugent & Associates, nationally recognized golf course developers and designers of the George Dunne golf course in Oak Forest. It will be a public, daily fee course covering 200 acres overlooking Lake Calumet and southeastern Chicago.

Construction will be contracted and supervised by the Water Reclamation District, with a projected start date of June,

(more)

Golf course--add 1

1993. Upon completion, the Port District will maintain and manage the golf course. Solids from the wastewater treatment process have been used by the Water Reclamation District to form and "top off" the former landfill to enable it to support shrubs, grass and other landscaping necessary for the golf course.

"Here on the southeast side, adjacent to the historic Pullman community, the Water Reclamation District has found another opportunity to benefit the public through efficient management of solids from our treatment process," said [attribution]. "We are happy to be a part of this visionary intergovernmental effort with the Port District, the City of Chicago and the Illinois Environmental Protection Agency."

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